SECTION I - CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	**Definitions (SEP 1991)**
52.203-1	**Officials Not to Benefit (APR 1984)**
52.203-3	**Gratuities (APR 1984)**
52.203-5	**Covenant Against Contingent Fees (APR 1984)**
52.203-6	**Restrictions on Subcontractor Sales to the Government (JUL 1985)**
52.203-7	**Anti-Kickback Procedures (OCT 1988)**
52.203-10	**Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)**
52.203-12	**Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)**
52.209-6	**Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (NOV 1992)**
52.210-5	**New Material (APR 1984)**
52.215-1	**Examination of Records by Comptroller General (FEB 1993)**
52.215-2	**Audit - Negotiation (FEB 1993)**
52.215-22	**Price Reduction for Defective Cost or Pricing Data (JAN 1991)**
52.215-24	**Subcontractor Cost or Pricing Data (DEC 1991)**
52.215-26	**Integrity of Unit Prices (APR 1991)**
52.215-33	**Order of Precedence (JAN 1986)**
52.216-18	**Ordering (APR 1984)**
52.216-21	**Requirements (APR 1984)**
52.219-8	**Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)**
52.219-9	**Small Business and Small Disadvantaged Subcontracting Plan (JAN 1991)**
52.219-13	**Utilization of Women-Owned Small Business (AUG 1986)**
52.219-16	**Liquidated Damages-Small Business Subcontracting Plan (AUG 1989)**
52.220-3	**Utilization of Labor Surplus Area Concerns (APR 1984)**
52.220-4	**Labor Surplus Area Subcontracting Program (APR 1984)**
52.222-1	**Notice to the Government of Labor Disputes (APR 1984)**
52.222-20	**Walsh-Healey Public Contracts Act (APR 1984)**
52.222-26	**Equal Opportunity (APR 1984)**
52.222-28	**Equal Opportunity Preaward Clearance of Subcontract (APR 1984)**
52.222-35	**Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)**
52.222-36	**Affirmative Action for Handicapped Workers (APR 1984)**
52.222-37	**Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)**
52.223-2	**Clean Air and Water (APR 1984)**
52.223-6	**Drug-Free Workplace (JUL 1990)**
52.224-1	**Privacy Act Notification (APR 1984)**
52.224-2	**Privacy Act (APR 1984)**

52.225-9	**Buy American Act - Trade Agreements Act - Balance of Payments Program (APR 1991)**
52.225-11	**Restrictions on Certain Foreign Purchases (MAY 1992)**
52.225-17	**Buy American Act - Supplies under European Community Agreement (May 1993)**
52.227-1	**Authorization and Consent (APR 1984)**
52.227-2	**Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)**
52.227-3	**Patent Indemnity (APR 1984)**
52.227-14	**Rights in Data--General (JUL 1987)**
52.229-3	**Federal, State, and Local Taxes (JAN 1991)**
52.229-5	**Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)**
52.232-1	**Payments (APR 1984)**
52.232-8	**Discounts for Prompt Payment (APR 1989)**
52.232-11	**Extras (APR 1984)**
52.232-17	**Interest (JAN 1991)**
52.232-23	**Assignment of Claims (JAN 1986)**
52.232-25	**Prompt Payment (SEP 1992)**
52.232-28	**Electronic Funds Transfer Payment Methods (APR 1989)**
52.233-1	**Disputes (DEC 1991) - Alternate I (DEC 1991)**
52.233-3	**Protest After Award (AUG 1989)**
52.242-13	**Bankruptcy (APR 1991)**
52.243-1	**Changes - Fixed-Price (AUG 1987)**
52.244-1	**Subcontracts (Fixed-Price Contracts) (APR 1991)**
52.244-5	**Competition in Subcontracting (APR 1984)**
52.249-1	**Termination for Convenience of the Government (Fixed-Price) (APR 1984)**
52.249-2	**Termination for Convenience of the Government (Fixed-Price) (APR 1984)**
52.249-8	**Default (Fixed-Price Supply and Service) (APR 1984)**

52.203-9 Requirement for Certificate of Procurement Integrity-Modification (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, R. L. Handberg (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement RFP 791-01-94 (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Starkey Labs. Inc (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

NONE

(Signature of the officer or employee responsible for the modification proposal and date)

R. L. Handberg

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Starkey Labs. Inc (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a

violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

NONE

(Signature of the officer or employee responsible for the modification proposal and date)

R. L. Handberg

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

52.220-1 Preference for Labor Surplus Area Concerns (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

852.203-71 Display of a VA Hotline Poster (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently in common work areas within business segments performing work under VA contract, VA Hotline posters prepared by the VA Office of the Inspector General.

(b) VA Hotline posters may be obtained from the VA Office of Inspector General (53E), PO BOX 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above, if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

852.216-70 Quantities (APR 1984)

The supplies and/or services listed in the attached schedule will be furnished at such time and in such quantities as they are required.

852.270-4 Commercial Advertising (NOV 1984)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Veterans Administration endorses a product, project or commercial line of endeavor.

852.271-70 Services Provided Eligible Beneficiaries (APR 1984)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Chief Medical Director, or designee, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

552.229-72 Federal Excise Tax – DC Government (FEB 1990)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

I-FSS-390 Price Reduction (APR 1984)

PRICE REDUCTION:

(a) General: This price reduction clause is intended to ensure that throughout the term of the contract, the Government shall maintain its relative price/discount (and/or term and condition) advantage in relation to the Contractor's commercial customer(s) price/discount upon which this contract award is predicated. The customer or category of customers upon which the contract award is predicated will be identified at the conclusion of negotiations.

(b) Pricing Reductions to Customers Other than the Federal Agencies.

(1) Prior to the award of contract, the Contracting Officer and the offeror shall reach an agreement as to the price relationship between the Government and the offeror's identified customer or category of customers upon which the contract award is predicated. This relationship shall be maintained throughout the contract period. Any change in the contractor's commercial pricing arrangement for the identified customer or category of customers which disturbs this relationship will constitute a price reduction.

(2) The Contractor shall report all price reductions made during the contract period to the Contracting Officer along with an explanation of the conditions under which the reductions were made. Those reductions which do not disturb the Government's price position relative to the Contractor's identified customer or category of customers will not be subject to the provisions of this clause. However, the information will be used in conjunction with the negotiations for the following contract period.

(3) If, after the date of the conclusion of negotiations, the contractor, (i) reduces the prices contained in the commercial catalog, pricelist, schedule, or other documents (or grants any more favorable terms and conditions) offered by the contractor and used by the Government to establish the prices with the contract; or (ii) reduces the prices through special discounts to the identified customer or category of customers upon which the award was predicated so as to disturb the relationship of the Government to that identified customer or category of customers, price reduction shall apply to this contract for the remainder of the contract period, or until further reduced, or, in the case of temporary price reductions, for the duration of any temporary price reduction period.

(4) This clause will not apply to contractor's firm fixed price Definite Quantity contracts with specified delivery in excess of the Maximum Order Limitation specified in the contract.

(5) The Contracting Officer may exempt from the application of this clause any sale at a price below the contract price if caused by an error in quotation or billing, provided adequate documentation is furnished by the contractor immediately following the discovery of the error.

(c) Price Reduction to Federal Agencies. (This paragraph does not apply to Non-Schedule ADP/Communications/Teleprocessing Services contracts entered into with Federal Agencies.)

Except for temporary "Government-Only" price reductions described below, if, after the effective date of this contract, the contractor reduces the price of any contract item to any Federal Agency and the sale falls within the contract maximum order limitation, and equivalent price reduction shall apply to all subsequent sales of the contract item to Federal Agencies for the duration of the contract period or until the price is further reduced. The Contractor may offer to the Contracting Officer a temporary "Government-Only" price reduction which has a duration of 30 calendar days or more, except during the last month of the contract period when any such offer must be for the remainder of the contract period.

(d) Effective Dates and Notifications. (This paragraph does not apply to Non-Schedule ADP/Communications/Teleprocessing Services contract entered into with Federal Agencies.)

(1) Any price reduction pursuant to (b) above, shall be effective for the Government at the same time as the price reduction to the other customer. Any price reduction pursuant to (c) above, shall be effective at the time of initial purchase in the Federal Agency (Government) at the reduced price, except in the case of a temporary "Government-Only" price reduction which shall be effective at the time of acceptance by the Contracting Officer. The Contractor shall invoice a such reduced price and indicate thereon that the price reduction is pursuant to this Price Reduction Clause until such time as this contract is modified.

(2) The Contractor shall notify the Contracting Officer in writing of any price reduction as soon as possible but not later than 10 calendar days after the effective date. Failure to give timely notice shall require that such price reduction (including temporary price reductions) apply to the contract for the duration of the contract period, or until the price is further reduced, and may constitute a basis for termination of the contract as provided in the Default Clause of the contract.

(e) Contractor's Statement of Price Reductions. (This paragraph does not apply to Non-Schedule ADP/Communications/Teleprocessing Services contracts entered into with Federal Agencies.)

The Contractor shall furnish within 10 calendar days after the end of the contract period a statement certifying either (1) that there was no applicable reduction; or (2) that any price reduction was reported to the Contracting Officer. For each reported price reduction, the Contractor shall show the date when the Contracting Officer was so notified.

I-FSS-639 Contract Award Sales Criteria (SEP 1990)

Normally a contract will not be awarded unless anticipated sales are expected to exceed $25,000 for a 1-year period. For example, consideration will be given to awarding contracts when anticipated sales under the proposed contract will be less than $25,000 for a 1-year period to offerors who certify affirmatively to FAR 52.219-3, Women-Owned Small Disadvantaged Business Concern Representation.

It is the general policy of the Government not to contract for a product when the anticipated purchases of the item will be less than $2,000 for a 1-year period. Contractors generally should not offer products which do not meet this criteria except in accordance with the exceptions listed in FAR 38.202(c)(1)-(5).

I-FSS-642 Certification of Data by Dealer (OCT 1988)

(a) Dealers offering direct are hereby advised that any data, including manufacturers' commercial pricelists, sales data and/or cost information, relied on in connection with this offer must be made available for review, if requested, to the Contracting Officer or his/her authorized representative.

(b) Consistent with clause M-FSS-330, records of manufacturer/supplier must be made available, upon request, to the Government in order to verify any data furnished by the manufacturer/supplier and used by the offeror to support his proposal. It is the responsibility of the offeror (dealer in this instance) to assure access to the supplier's records if this data is relied on by the offeror. If a manufacturer/supplier refuses access to his records, the offeror/dealer will be determined to be in noncompliance with the provisions of FAR 15.804, and the offer rejected. Dealers offering direct must submit a letter from the manufacturer acknowledging his/her understanding of the requirements of the above reference clause.

I-FSS-680 Dissemination of Information by Contractor (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Decentralized Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-693 No Open Season (APR 1989)

(a) Contracts awarded pursuant to this solicitation will be in effect for two years. The specific schedule contract period can be found on the solicitation cover page, and in the Section A clauses of the solicitation.

(b) All interested suppliers are hereby advised that the Government will not reopen this solicitation to new offers. Therefore, suppliers must submit their offers in accordance with the provisions of block 9 of the SF 33, Solicitation, Offer and Award, in order to be considered for award for items contained in this schedule solicitation. Failure to respond by the date and time shown in this block will result in the vendor being excluded for consideration for inclusion on the schedule for the duration of the schedule period.

I-FSS-822 Ordering Information (APR 1984)

Offerors are requested to indicate below the address(es) to which orders should be forwarded:

Starkey Labs, Inc	Starkey Labs, Inc
PO Box 9457	6700 Washington Ave S.
Minneapolis, MN 55440	Eden Prairie, MN 55344

Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract

Yes ( ) No (x)

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name and address, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

I-FSS-600-A Catalogs and/or Pricelists

(a) Submission with Offer.

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or pricelists must accompany the offer. Commercial catalogs and/or pricelists shall be those catalogs and/or pricelists which show "established catalog or market prices" as defined in the provision of this solicitation entitled "Basis for Price Negotiation." Special catalogs or pricelists, printed for the purpose of this offer and showing only net prices to the Government or reference to previous submissions, are not acceptable.

(2) In the event an offer covers more than one special item number, the offeror shall identify in the catalogs or pricelists by each item, the special item number under which the catalog or model number is being offered. All other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) Foreign Items. (See "Buy American Certificate", FAR 52.225-1.) The offeror shall list each foreign item offered indicating item and/or catalog number and page number of catalog.

(4) The offeror is required to show in detail on the attached "Discount Schedule and Marketing Data" sheets the discounts being offered the Government and all other classes of customers.

(5) If the terms of sale appearing on the commercial catalogs or pricelists on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(b) Approval by the Contracting Officer. Upon award of contract, the Contracting Officer will return to the Contractor a copy of the contract and one copy of the catalog or pricelist as accepted by the Government. The Contractor will also be furnished a list of addressees who are to receive catalogs or pricelists in accordance with (e), below, and information for a cover sheet or insert to be reproduced and distributed as outlined in (c), below.

(c) Printing of catalogs or pricelists. (For distribution to Other Government Agencies only)

(1) The Contractor shall either (1) print and distribute commercial catalogs and pricelists as accepted by the Government, showing accepted discounts, or (2) upon approval of the Contracting Officer, print and distribute special Government catalogs or pricelists which reflect only net prices, based upon the commercial pricelists less discounts accepted by the Government. In the latter instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)." If commercial catalogs are used, all items, terms and conditions, not accepted by the Government MUST be obliterated prior to formal printing and distribution to ordering agencies. This will be accomplished by lining out those items or by a stamp across the fact of the item stating "NOT UNDER CONTRACT" or "EXCLUDED". The obliteration must be done on both the catalog and pricelist.

(2) The format and content of each Decentralized Schedule catalog and/or pricelist shall be as follows:

The following information shall be set forth on the catalog or pricelist cover sheet:

DEPARTMENT OF VETERANS AFFAIRS
DENVER DISTRIBUTION CENTER
Authorized Decentralized Schedule Pricelist (Catalog)

Schedule title: Hearing Aids - Custom In-The-Ear
FSC class(es): 65
Contract number:
Contract period:
Contractor's name, address, and phone number (include toll-free WATS number, if applicable).
Contract administration source (if different from preceding entry).
Business size.
Information for ordering activities. Under this heading there shall be consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the catalog or pricelist because of lack of space or for other reasons, or the sequence is not maintained, a table of contents shall be shown on the cover page or an insert which refers to the exact location of the information.

1. Table of awarded special items with appropriate cross-reference to page number(s)

2. Geographic coverage (delivery area).

3. Point(s) of production (city, county, and State or foreign country).

4. Discount from list prices or statement of net price.

5. Quantity discounts.

6. Prompt payment terms.

7. Foreign items (list items by country of origin).

8. Time of delivery.

9. F.O.B. point(s).

10. Ordering address(es).

11. Payment address(es).

12. Warranty provision.

13. List of service and distribution points (if applicable).

14. List of participating dealers (if applicable).

(3) Amendments to Contractor catalogs or pricelists shall include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(d) Certification by Contractor.

(1) The Contractor shall furnish the Contracting Officer three (3) copies of the published catalogs or pricelists within 15 calendar days prior to the beginning of the contract period or within 30 calendar days after receipt of award or notice of award, whichever is later.

(2) The catalogs or pricelists furnished the Contracting Officer shall be accompanied by a certification signed by the Contractor essentially as follows:

(i) If the Contractor elects to use his commercial catalog or pricelist--

"I HEREBY CERTIFY THAT THE ITEMS, DISCOUNTS, PRICES, TERMS AND CONDITIONS, IN THE CATALOGS OR PRICELISTS FURNISHED TO THE CONTRACTING OFFICER AND DISTRIBUTED TO ORDERING OFFICES ARE IDENTICAL TO THOSE ACCEPTED BY THE GOVERNMENT AND THAT AWARDED, AS WELL AS NON-AWARDED, ITEMS ARE CLEARLY AND PROPERLY IDENTIFIED."

(ii) If the Contractor elects to use a special Government catalog or pricelist--

"I HEREBY CERTIFY THAT THE ITEMS, DISCOUNTS, PRICES, TERMS, AND CONDITIONS, IN THE CATALOGS OR PRICELISTS FURNISHED TO THE CONTRACTING OFFICER AND DISTRIBUTED TO ORDERING OFFICES ARE IDENTICAL TO THOSE ACCEPTED BY THE GOVERNMENT AND THAT ONLY THOSE PRODUCTS ACCEPTED BY THE GOVERNMENT ARE INCLUDED IN THOSE CATALOGS OR PRICELISTS."

(3) Failure to furnish the certification statement, or the willful furnishing of an erroneous certification may constitute sufficient cause for applying the provisions of FAR clause 52.249-8, Default (Fixed-Price Supply and Service).

(e) Distribution to ordering offices.

(1) The Contractor shall distribute printed catalogs or pricelists by following the instructions set forth in either (i) and (ii) below:

(i) Distribute printed catalogs or pricelists to all ordering offices on the list of addresses furnished by the Contracting Officer. Distribution of catalogs or pricelists to ordering offices shall be accomplished within 15 calendar days prior to the beginning of the contract period, or within 30 calendar days after receipt of the notice of award, whichever is later.

(ii) Notify all ordering offices on the mailing list of the contract award and request the ordering offices, by use of self-addressed, postpaid return envelop or postcard, to indicate whether they want a copy of the catalog or pricelist. Mailing of postpaid envelope or card shall be made within 10 calendar days after notification of award and distribution of catalogs/pricelists made within 30 calendar days after receipt of return request for catalogs and/or pricelists.

(2) The Contractor shall notify the Contracting Officer in writing when distribution has been completed. In addition, the Contractor shall supply catalogs or pricelists as they may be requested by individual ordering offices or the Contracting Officer. The use of the mailing list for any other purpose is not authorized.

(3) Contractor shall use the mailing list supplied by VA at the time of contract award. However, the Contractor may also send catalogs/pricelists to agencies not on VA listing when there is reasonable expectation that sales to these agencies will be made.

End-of-Contract Additional Discounts Applicable to Aggregate Sales

(a) The Discount Schedule and Marketing Data Sheets (DSMD), contained in this solicitation requests additional end-of-contract discounts based on the aggregate purchases by the Government. These discounts shall be applied as follows:

(1) FOR A CURRENT CONTRACTOR: The additional discounts will be applied to those sales under this contract which exceed 100 percent of the Contractor's aggregate sales to the Government for the most recent 24 month period under similar Decentralized Schedule Contract(s). This figure is to be referred to hereinafter as the base figure. (DSMD Part A, Section V, Item a, page 30.)

(2) FOR NEW CONTRACTORS: The additional discounts will be applied to those sales under this contract which exceed 100 percent of the offeror's projected aggregate sales for all items under this contract. This figure is to be referred to hereinafter as the base figure. (DSMD Part A, Section V, Item b, page 30.)

(b) The applicable additional discount percentage shall be applied at the end of the contract period to the Government-wide aggregate sales realized under this contract which are in excess of the base figure. Failure to offer an additional discount in consideration of the aggregate sales may result in the offer being rejected by the Government.

(c) The Contractor shall furnish the Contracting Officer, within 20 calendar days after the end of the contract period, a statement certifying the aggregate dollar value of sales made under this contract. Payment of end-of-contract discounts shall not be made until after receipt of a written notification from the Contracting Officer stating the amount due. Within 30 calendar days after receipt of such notification from the Contracting Officer, the amount due shall be paid by check payable to the "Treasurer of the United States". The check shall include the words "Discount on aggregate sales under Contract No. __________" and be addressed to:

Fiscal Division (905B)
VA Denver Distribution Center
PO BOX 25166
Denver, CO 80225-0166

Any amount not paid within 30 days from the receipt of this notice shall bear interest at the rate established by the Secretary of Treasury pursuant to Public Law 92-41, 85 Stat. 97. Any controversies as to the amount of additional discount due the Government sale be subject to the Disputes Clause.

End of Section I - Contract Clauses

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SOLICITATION MAILING LIST APPLICATION (STANDARD FORM 129)

EXHIBIT A CONTRACTOR'S INSTRUCTION SHEET

EXHIBIT B HEARING AID MEASUREMENTS

EXHIBIT C OUTLINE OF PROCEDURE FOR STATISTICAL ANALYSIS OF DATA

EXHIBIT D VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS

EXHIBIT E FITTING RATIONAL FORM

EXHIBIT F MATRIX BOOK FORM

End of Section J - List of Documents, Exhibits, and Other Attachments

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

DISCOUNT SCHEDULE & MARKETING DATA

INSTRUCTIONS TO OFFERORS:

Information required by each space must be furnished. If not applicable, indicate "NONE". Information furnished in Part B relating to discounts, allowances and sales information will be treated as "Confidential" by the Government except for final prices and discounts awarded by the Government. Failure to provide current, accurate and complete information under Parts A and B may subject the offeror to liability for refunds pursuant to the Price Reductions or Defective Pricing Clauses.

Part A - GENERAL INFORMATION

I. OFFEROR'S MARKETING CATEGORY (check applicable item)

(a) NONE Manufacturer selling direct - has no dealers.
(b) X Manufacturer selling direct to the Government even though he has dealers.
(c) NONE Manufacturer selling to the Government through dealers.
(d) NONE Dealer selling to the Government. (Dealer must submit manufacturer's pricelist).
(e) NONE Other (specify)____________________

II. IDENTIFICATION OF A PRICELIST AS THE BASIS FOR THIS OFFER (check and attach two (2) copies of pricelist)

(a) X Manufacturer's catalog/pricelist Wholesale Price list (indicate type)
(b) _____ Dealer's catalog/pricelist
(c) _____ Retailer's catalog/pricelist
(d) _____ Other (specify)____________________

III. DISCOUNTS

The following concessions are offered to the Government for delivery F.O.B. Destination, to VA Medical facilities listed on Exhibit "D" of this proposal, and with guarantee requirements as listed on page ~~18~~ 16 of this solicitation. Provide the following information for each hearing aid submitted.

(a) Discounts offered on this solicitation are as follows:

*See Starkey Price Exhibit "A"

Custom In-The-Ear Hearing Aids: * % discount from standard commercial pricelist dated ________________.

Options & Accessories: 30 % discount from standard commercial pricelist dated - 2/7/94.

Plus prompt payment discount, as stated in the first page of this solicitation (additional details may be entered below or attached). If discounts vary, show discounts on pricelist.

DISCOUNTS - Other Government Agencies (OGA'S) The following concession are offered to the Government for delivery F.O.B. Destination to other Government Agencies, with a two year guarantee requirement.

(a) Discounts offered on this solicitation are as follows:

*See Starkey Price Exhibit "A"

Custom In-The-Ear Hearing Aids: _*_% discount from standard commercial pricelist dated __________.

Options & Accessories: 30 % discount from standard commercial pricelist dated 2/7/94.

Plus prompt payment discount, as stated in the first page of this solicitation (additional details may be entered below or attached). If discounts vary, show discounts on pricelist.

IV GUARANTEE: Two year guarantee applies.

V. END-OF-CONTRACT ADDITIONAL DISCOUNTS;

An additional discount of 0 % is offered to the Government which will be applied to the actual aggregate sales for all Special Item Numbers under this contract which exceed the following base figure:

(a) For current MAS contractors, aggregate sales to the Government for most recent 24 month period under a similar Decentralized Schedule contract(s) are $__________, based on sales during the period __________ to __________.

(b) For new offerors or current MAS contractors without sales history for the number of months specified in (a) above, projected aggregate sales for the 24 month period of this contract are $__________. Offerors should be prepared to provide the Contracting Officer with Information documenting the basis for their projection.

PART B - DISCOUNT AND SALES INFORMATION

I. QUANTITY DISCOUNTS. List below any quantity discounts included in this offer.

II. Other beneficial terms, discounts, or concessions included in this offer such as prompt renewal discounts, purchase option credits, etc. (List below and provide detailed explanations.)

Solicitation No. RFP 791-01-94 Offeror Name: Starkey Labs. Inc

PART B (Continued)

III. a. List below the best discount and/or concessions resulting in the lowest net price (regardless of quantity and terms and conditions) to other than authorized VA contract users from pricelist for the same or similar products or services offered to the Government under this solicitation. (Show actual percentages and delivery terms.)

b.	Regular discounts %	Quantity discounts %	Aggregate discounts	Commissions to other than employees (%)	Prompt Payment	FOB Point
1. To dealers/retailers	0	6-23% aids only, not options	0-3 % aids only	0	0	MFG Location
2. To distributors wholesalers	0	6-23% aids only, not options	0-3% aids only	0	0	MFG Location
3. To educational institutions	VA Contract	VA Contract	VA Contract	0	0	MFG Location
4. To state, county, City, and local governments	VA Contract	VA Contract	VA Contract	0	0	MFG Location
5. To original equipment manufacturers (OEM)	0	6-23% aids only not options	6-23% aids only	0	0	MFG Location
6. To other (specify): e.g., nat'l accts. sales agreements, etc.	0	6-23% aids only not options	6-23% aids only	0	0	MFG Location
7. If a dealer indicate discount from mfg's pricelist	N/A	N/A	N/A	N/A	N/A	N/A

III. C. Do you have in effect, for any customer, other discounts and/or concessions including but not limited to the following, regardless of pricelist, which result in lower net prices than those offered the Government in this offer?

Yes_____ No__x__ rebates of any kind, including year-end or end of contract discounts?

Yes_____ No__X__ multiple quantity unit pricing plan?

Yes_____ No__X__ cumulative discounts of any type which cover items being offered?

Yes__X__ No_____ products (models)/services that may be combined for maximum discounts?

Yes_____ No_____ others (specify)

If answer to any of the above is "Yes", provide detail explanation including the value expressed as a percentage of the list price.

CO-OP Marketing with Batteries

IV. (a) Are any of the models/products offered herein sold by the offeror under a different trade name(s)? Yes_____, No__X__. If "Yes", explain and provide applicable pricelists.

(b) Summarize any significant changes in concessions offered herein as compared with those set forth in any current VA contract.

NONE

V. ALLOWANCES. Do you offer any of the following allowances to any customer which are not available to a Government contract user under this contract? (Enter "Yes" or "No" for each. If "Yes", explain.)

(a) __NO__ Trade-in allowances?

(b) __NO__ Return/exchange goods policy?

(c) __NO__ Reduced prices on samples, demonstrator models, reconditioned items or floor models?

(d) __NO__ Do you give any allowances not mentioned above?

VI. SALES INFORMATION.

Estimate the percentage of your sales made to the U.S. Government under Decentralized Schedule Blanket Purchase Arrangements (check one of the following):

None _____. 25% or less X. 25% to 49% _____.

50% to 74% _____. 75% or more _____.

List agencies below:

1. Indian Health
2. US Army
3. US Airforce
4. US Navy, etc.

SOLICITATION NO. RFP 791-01-94 SPECIAL ITEM NO. CE OFFEROR NAME Starkey Labs. Inc

VII. A. This section requires (1) that sales information be provided to enable the Contracting Officer to determine that the items meet the test of commerciality in FAR 15.804-3 and ASPM Vol. 1, Chapter 9; and, (2) that pricing data is furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.804-3(h).

B. The offeror certifies that, except for the individual models/types or catalog numbers cited in Paragraph C below, all other models/types or catalog numbers offered in response to this solicitation meet the tests of commerciality in FAR 15.804-3 and ASPM Volume I, Chapter 9. Of the individual models/types or catalog numbers so certified, sales information shall be provided in the table below for each of the 5 model/types or catalog numbers with the largest dollar sales volume. The sales information provided is for the prior 12 months from 1/1/93 to 12/31/93 for this Special Item Number.

1. Total annual sales to the Government for Custom-In-The Ear Hearing Aids $5,632,192
2. Total annual sales (to all entities) for Custom-In-The-Ear Hearing Aids $77,367,082

1	2		3	4		5	6		7		8
Model/ Type or Catalog Number	Total Annual sales to Federal Gov't		Total annual sales to non-government customers at catalog price (less published discounts)	Total annual sales to non-government customers at other than catalog price		Total annual sales Columns 2, 3 and 4	Provide information below for largest discount granted to any non-government customer		List the largest discount at which the item was sold for comparable sales/quantities shown in Column 2 to any nongovernment customer during the past year		Is the discount in block number 6 greater than your current offer under this solicitation? Yes____No X . If yes, provide complete documentation and rationale of the difference. Merely submitting copies of documents such as terms and conditions of commercial contracts, commercial warranties, etc., will not be adequate to justify the difference.
	$	% of column 5		$	% of Column 3 if more than 25%		Qty.	Discount	Qty.	Discount	
CE	3,165,679		24,526,767	3,345,000		31,037,446		0-26%	7336	20%	

3. Price for basic hearing aid with manufacturer's guarantee period of 1 year $ 179.99 .
4. Price for basic hearing aid with two year guarantee. $ 214.90 .

SOLICITATION NO. RFP 791-01-94 SPECIAL ITEM NO. LPF OFFEROR NAME Starkey Labs. Inc

VII. A. This section requires (1) that sales information be provided to enable the Contracting Officer to determine that the items meet the test of commerciality in FAR 15.804-3 and ASPM Vol. 1, Chapter 9; and, (2) that pricing data is furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.804-3(h).

B. The offeror certifies that, except for the individual models/types or catalog numbers cited in Paragraph C below, all other models/types or catalog numbers offered in response to this solicitation meet the tests of commerciality in FAR 15.804-3 and ASPM Volume I, Chapter 9. Of the individual models/types or catalog numbers so certified, sales information shall be provided in the table below for each of the 5 model/types or catalog numbers with the largest dollar sales volume. The sales information provided is for the prior 12 months from 1/1/93 to 12/31/93 for this Special Item Number.

1. Total annual sales to the Government for Custom-In-The Ear Hearing Aids $ 5,632,192
2. Total annual sales (to all entities) for Custom-In-The-Ear Hearing Aids $77,367,082

1	2		3	4		5	6		7		8
Model/ Type or Catalog Number	Total Annual sales to Federal Gov't		Total annual sales to non-government customers at catalog price (less published discounts)	Total annual sales to non-government customers at other than catalog price		Total annual sales Columns 2, 3 and 4	Provide information below for largest discount granted to any non-government customer		List the largest discount at which the item was sold for comparable sales/quantities shown in Column 2 to any nongovernment customer during the past year		Is the discount in block number 6 greater than your current offer under this solicitation? Yes ___ No X . If yes, provide complete documentation and rationale of the difference. Merely submitting copies of documents such as terms and conditions of commercial contracts, commercial warranties, etc., will not be adequate to justify the difference.
	$	% of column 5		$	% of Column 3 if more than 25%		Qty.	Discount	Qty.	Discount	
LPF	790,000		6,210,000	690,000		7,690,000		0-26%			

3. Price for basic hearing aid with manufacturer's guarantee period of 1 year $ 199.98 .
4. Price for basic hearing aid with two year guarantee. $ 234.97 .

SOLICITATION NO. RFP 791-01-94 SPECIAL ITEM NO. HC OFFEROR NAME Starkey Labs. Inc

VII. A. This section requires (1) that sales information be provided to enable the Contracting Officer to determine that the items meet the test of commerciality in FAR 15.804-3 and ASPM Vol. 1, Chapter 9; and, (2) that pricing data is furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.804-3(h).

B. The offeror certifies that, except for the individual models/types or catalog numbers cited in Paragraph C below, all other models/types or catalog numbers offered in response to this solicitation meet the tests of commerciality in FAR 15.804-3 and ASPM Volume l, Chapter 9. Of the individual models/types or catalog numbers so certified, sales information shall be provided in the table below for each of the 5 model/types or catalog numbers with the largest dollar sales volume. The sales information provided is for the prior 12 months from 1/1/93 to 12/31/93 for this Special Item Number.

1. Total annual sales to the Government for Custom-In-The Ear Hearing Aids $ 5,632,192
2. Total annual sales (to all entities) for Custom-In-The-Ear Hearing Aids $ 77,367,082

1	2		3	4		5	6		7		8
Model/ Type or Catalog Number	Total Annual sales to Federal Gov't		Total annual sales to non-government customers at catalog price (less published discounts)	Total annual sales to non-government customers at other than catalog price		Total annual sales Columns 2, 3 and 4	Provide information below for largest discount granted to any non-government customer		List the largest discount at which the item was sold for comparable sales/quantities shown in Column 2 to any nongovernment customer during the past year		Is the discount in block number 6 greater than your current offer under this solicitation? Yes___ No X . If yes, provide complete documentation and rationale of the difference. Merely submitting copies of documents such as terms and conditions of commercial contracts, commercial warranties, etc., will not be adequate to justify the difference.
	$	% of column 5		$	% of Column 3 if more than 25%		Qty.	Discount	Qty.	Discount	
HC	803,610		6,462,063	1,052,094		8,317,767		0-26%	1107	20%	

3. Price for basic hearing aid with manufacturer's guarantee period of 1 year $259.98.
4. Price for basic hearing aid with two year guarantee. $ 294.97.

SOLICITATION NO. RFP 791-01-94 SPECIAL ITEM NO. CAN OFFEROR NAME Starkey Labs., Inc.

VII. A. This section requires (1) that sales information be provided to enable the Contracting Officer to determine that the items meet the test of commerciality in FAR 15.804-3 and ASPM Vol. 1, Chapter 9; and, (2) that pricing data is furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.804-3(h).

B. The offeror certifies that, except for the individual models/types or catalog numbers cited in Paragraph C below, all other models/types or catalog numbers offered in response to this solicitation meet the tests of commerciality in FAR 15.804-3 and ASPM Volume I, Chapter 9. Of the individual models/types or catalog numbers so certified, sales information shall be provided in the table below for each of the 5 model/types or catalog numbers with the largest dollar sales volume. The sales information provided is for the prior 12 months from 1/1/93 to 12/31/93 for this Special Item Number.

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2. Total annual sales (to all entities) for Custom-In-The-Ear Hearing Aids $77,367,082

1	2		3	4		5	6		7		8
Model/ Type or Catalog Number	Total Annual sales to Federal Gov't		Total annual sales to non-government customers at catalog price (less published discounts)	Total annual sales to non-government customers at other than catalog price		Total annual sales Columns 2, 3 and 4	Provide information below for largest discount granted to any non-government customer		List the largest discount at which the item was sold for comparable sales/quantities shown in Column 2 to any nongovernment customer during the past year		Is the discount in block number 6 greater than your current offer under this solicitation? Yes____ No X . If yes, provide complete documentation and rationale of the difference. Merely submitting copies of documents such as terms and conditions of commercial contracts, commercial warranties, etc., will not be adequate to justify the difference.
	$	% of column 5		$	% of Column 3 if more than 25%		Qty.	Discount	Qty.	Discount	
CAN	822,903		19,850,856	3,098,110		23,771,869		0-26%	4275	20%	

3. Price for basic hearing aid with manufacturer's guarantee period of 1 year $319.99.
4. Price for basic hearing aid with two year guarantee. $ 354.98 .

SOLICITATION NO. RFP 791-01-94 SPECIAL ITEM NO. SE OFFEROR NAME Starkey Labs. Inc

VII. A. This section requires (1) that sales information be provided to enable the Contracting Officer to determine that the items meet the test of commerciality in FAR 15.804-3 and ASPM Vol. 1, Chapter 9; and, (2) that pricing data is furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.804-3(h).

B. The offeror certifies that, except for the individual models/types or catalog numbers cited in Paragraph C below, all other models/types or catalog numbers offered in response to this solicitation meet the tests of commerciality in FAR 15.804-3 and ASPM Volume I, Chapter 9. Of the individual models/types or catalog numbers so certified, sales information shall be provided in the table below for each of the 5 model/types or catalog numbers with the largest dollar sales volume. The sales information provided is for the prior 12 months from 1/1/93 to 12/31/93 for this Special Item Number.

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2. Total annual sales (to all entities) for Custom-In-The-Ear Hearing Aids $77,367,082

1	2		3	4		5	6		7		8
Model/ Type or Catalog Number	Total Annual sales to Federal Gov't		Total annual sales to non-government customers at catalog price (less published discounts)	Total annual sales to non-government customers at other than catalog price		Total annual sales Columns 2, 3 and 4	Provide information below for largest discount granted to any non-government customer		List the largest discount at which the item was sold for comparable sales/quantities shown in Column 2 to any nongovernment customer during the past year		Is the discount in block number 6 greater than your current offer under this solicitation? Yes____No X . If yes, provide complete documentation and rationale of the difference. Merely submitting copies of documents such as terms and conditions of commercial contracts, commercial warranties, etc., will not be adequate to justify the difference.
	$	% of column 5		$	% of Column 3 if more than 25%		Qty.	Discount	Qty.	Discount	
SE	50,000		5,694,000	806,000		6,550,000		0-26%			

3. Price for basic hearing aid with manufacturer's guarantee period of 1 year $ 369.98.
4. Price for basic hearing aid with two year guarantee. $ 404.97.

MANUFACTURING FACILITIES/PLACE OF PERFORMANCE:

1. Offeror must indicate in the spaces below and/or by attachment, if additional space is needed, (a) exact product(s) offeror desires to furnish to the Government, (b) whether the offeror manufactures the product(s) and/or if he/she is a distributor of the product(s) manufactured by another firm; and indicate in the appropriate space (L/S) those manufacturing facilities that are located in a designated substantial labor surplus area.

ITEM NO	L/S	FACILITY LOCATION (NAME, ADDRESS, CITY, COUNTY, STATE AND ZIP CODE	PERSON TO BE CONTACTED (INCLUDING PHONE NUMBER
ALL	( )	Starkey Labs. Inc	Sue Pehringer
	( )	6700 Washington Ave S	612-828-9176
	( )	Eden Prairie, MN 55344	

Notes: A. If the product(s) are to be manufactured at more than one locations, each location should be identified and product(s) manufactured at the facility should be identified. Also list the names and locations of all subcontractors (packers, labelers, etc.,) who participate in the production of product(s) to be furnished to the Government.

B. Products can be identified by "Item Number" as listed on the continuation sheets(s) of the solicitation.

C. Where items of foreign origin are involved, it is essential that the countries in which the items are produced or manufactured be identified.

2. When more than one manufacturing facility is involved for any manufacturing or processing or more than one component is included in the item under procurement, the names, locations and ownership of all facilities must be shown. The names and locations of the manufacturing facilities, (including those of any subcontractor), where manufacture of the item offered herein will be performed are:

A. INGREDIENTS/COMPONENT MATERIAL

Manufactured by: ______
Address: N/A
______

Owned by: ______
Contact/Phone Number: ______

Note: Component information necessary only when component is a finished device used in a kit.

B. STERILIZATION

Performed by: ______
address: N/A
______

Owned by: ______
Contact/Phone Number: ______

C. BIOLOGICAL TESTING

(Sterility, Safety, Toxicity, Pyrogen, Plastic containers, etc.).

Performed by: ______________________
Address: __________N/A__________
____
Owned by: ______________________
Contact/Phone Number: ______________________

D. PACKAGING AND PACKING

(1). Name and address where immediate container will be filled and labeled: ______________________
____
__________N/A__________
Owned by: ______________________
Contact/Phone Number: ______________________

(2). Name and address where material will be packed and prepared for shipment: ______________________
__________N/A__________
____
Owned by: ______________________
Contact/Phone Number: ______________________

Notes: (1) Include city, state, and county in each of the addresses above.

(2) For each facility listed, also provide person to be contacted, including phone number.

3 Irrespective of whether plants are owned or leased by the offeror, the Contracting Officer may require offerors to furnish evidence of ownership of leasing of such plant(s) for performance of contract bid upon, together with a statement signed by all parties certifying that no agreements or understandings exist between the parties other than those specified in the document furnished.

4. Regardless of the quantity offered upon, award will be made only for that quantity which the Contracting Officer determines can be produced in accordance with the contract at the plant(s) specified by the offeror as the place of performance.

5. The performance of any of the work contracted for in any place other than that named in the offer and any resulting contract is prohibited unless the same is specifically approved in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

6. In the event a facility listed above is not owned or leased by the offeror, offeror shall make available to the Contracting Officer, within five days of a request therefor by the Contracting Officer, written evidence of a commitment by the owner or lease of such facility that the described materials, components or ingredients will be supplied by owner/lease and/or any described manufacturing, processing or packing and packaging will be performed by owner/leasee. Evidence of the commitment at the lease shall be in the form of a firm offer which indicates the stipulated time for acceptance thereof.

7. CAUTION:

(i) No change in the place of performance shall be permitted between the opening/closing date of offer and the award except where time permits and then only upon receipt of the Contracting Officer's written approval.

(ii) Offeror agrees to inform the VA Denver Distribution Center (905C), Denver, Colorado 80225-0166, immediately of any relocation of this prime facility or the relocation of any subcontractor's facility, and

(iii) If at any time during the life of the contract, the contractor's facility, or the source from which the contractor obtains any of the item(s) listed under this contract, fails to meet Current Good Manufacturing Practice Regulations (CGMPRs) (Public Law 94-295), the contract may be subject to termination, in whole or in part, without liability to the Government, plus

(iv) Any products manufactured during this period of CGMPRs deficiencies will not be shipped, and that material which has been receive, shall be returned as rejected goods, in accordance with Clause 52.246-2, Section "E".

8. FAILURE TO FURNISH THE INFORMATION WITH THE OFFER BID MAY RESULT IN REJECTION OF OFFER.

REGULATORY REQUIREMENT PROVISIONS:

If the product(s) included in this solicitation is (are) considered medical devices by the U.S. Food and Drug Administration, offerors and/or subcontractors shall be in compliance with the Food Drug and Cosmetic Act, as amended, and regulations promulgated thereunder.

PREMARKET NOTIFICATION APPROVAL: All offerors must be in compliance with Section 510(k) of the Federal Food, Drug and Cosmetic Act for those medical device products intended to be delivered to the Government. As evidence of compliance, each offeror shall insert below the item number, corresponding premarket notification number and date of Food and Drug Administration (FDA) approval or the specific basis for exemption from the notification procedures as delineated in 21 CFR Part 807 Subpart E:

Item Number Number/Approval Date	Premarket Notification or Basis for Exemption
CE 9 3/18/93	K930805
CE L9 3/18/93	K930805
CE H9 3/18/93	K930805
SA C9 3/18/93	K930853
SA S9 3/18/93	K930853

52.252-1 Solicitation Provisions Incorporated by Reference (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
52.222-21 Certification of Nonsegregated Facilities (APR 1984)
52.223-5 Certification Regarding A Drug-Free Workplace (JUL 1990)
852.203-70 Ethics in Government Act (APR 1984)

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
R. L. Handberg, Division Manager (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-4 Contingent Fee Representation and Agreement (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, see subpart 3.4 of the Federal Acquisition Regulation.)

(1) ____ has, __x__ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ____ has, __X__ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

52.203-8 Requirement for Certificate of Procurement Integrity (NOV 1990) – Alternate I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, __R. L. Handberg__ (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement __RFP 791-01-94__ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of __Starkey Labs. Inc__ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(Signature of the officer or employee responsible for the offer and date)

R. L. Handberg

(Typed name of the officer or employee responsible for the offer)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of $100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed $100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds $100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

52.204-3 Taxpayer Identification (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

_X_ TIN: 41-0913126.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. ______________________

(d) Corporate Status.

_X_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

X___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name ____________________________

TIN ____________________________

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ___ are not _X_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not _X_, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ___ are not _X_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not _X_, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 Type of Business Organization (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as X a corporation incorporated under the laws of the State of Minnesota, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in ____________________ (country).

52.215-11 Authorized Negotiators (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

R. L. Handberg , Division Manager
612-828-9108

(list names, titles, and telephone numbers of the authorized negotiators).

52.215-20 Place of Performance (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, X does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter

52.219-1 Small Business Concern Representation (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it _____ is, X is not a small business concern and that _____ all, X not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2 Small Disadvantaged Business Concern Representation (FEB 1990)

(a) Representation. The offeror represents that it ____ is, X is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

52.219-3 Women-Owned Small Business Representation (APR 1984)

(a) Representation. The offeror represents that it ___ is, X___ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

52.219-22 SIC Code and Small Business Size Standard (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is **3842.**

(b)(1) The small business size standard is **500 employees.**

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

52.222-19 Walsh-Healey Public Contracts Act Representation (APR 1984)

The offeror represents as a part of this offer that the offeror is ___ or is not X___ a regular dealer in, or is X___ or is not ___ a manufacturer of, the supplies offered.

52.222-22 Previous Contracts and Compliance Reports (APR 1984)

The offeror represents that -

(a) It X has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It X has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that (a) it X has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___, is not X listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.225-8 Buy American Act - Trade Agreements Act - Balance of Payments Program Certificate. (MAY 1986)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - Trade Agreements Act - Balance of Payments Program) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

Line Item No.	Country of Origin
________________	________________
________________	________________
________________	________________
________________	________________

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated country end products or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as designated country end products as that term is defined in the clause entitled Buy American Act - Trade Agreements Act - Balance of Payments Program: ________________________________
(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as Caribbean Basin country end products as that term is defined in the clause entitled Buy American Act - Trade Agreements Act - Balance of Payments Program: ________________________________
(Insert line item numbers)

(d) Offers will be evaluated in accordance with part 25 of the Federal Acquisition Regulation.

52.225-16 Buy American Act--Supplies under European Community Agreement Certificate (MAY 1993)

The offeror certifies that each end product, except those listed below is a domestic end product or a European Community (EC) end product (as defined in the clause entitled, Buy American Act--Supplies under European Community Agreement), and that components of unknown origin are considered to have been mined, produced, or manufactured out side the United Sates or a European Community Country (as defined in the clause entitled, Buy American Act--Supplies Under European Community Agreement).

Excluded End Products	Country of Origin
________________	________________
________________	________________
________________	________________

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

852.219-70 Veteran-Owned Small Business (DEC 1990)

The offeror represents that the firm submitting this offer __ is X_ is not, a veteran-owned small business, __ is _X_ is not, a Vietnam era veteran-owned small business, and __ is _X_ is not, a disabled veteran-owned small business. A veteran-owned small business is defined as a small business, at least 51 percent of which is owned by a veteran who also controls and operates the business. Control in this context means exercising the power to make policy decisions. Operate in this context means actively involved in the day-to-day management. For the purpose of this definition, eligible veterans include:

(a) A person who served in the U.S. Armed Forces and who was discharged or released under conditions other than dishonorable.

(b) Vietnam era veterans who served for a period of more than 180 days, any part of which was between August 5, 1964, and May 7, 1975, and were discharged under conditions other than dishonorable.

(c) Disabled veterans with a minimum compensable disability of 30 percent, or a veteran who was discharged for disability.

Failure to execute this representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award (see FAR 14.405).

End of Section K - Representations, Certifications, and Other Statements of Offerors

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.252-1 Solicitation Provisions Incorporated by Reference (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.209-7 Organizational Conflicts of Interest Certificate-Marketing Consultants (NOV 1991)
52.215-5 Solicitation Definitions (JUL 1987)
52.215-7 Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8 Amendments to Solicitations (DEC 1989)
52.215-9 Submission of Offers (DEC 1989)
52.215-10 Late Submissions, Modifications, and Withdrawals of Proposals (DEC 1989)
52.215-12 Restriction on Disclosure and Use of Data (APR 1984)
52.215-13 Preparation of Offers (APR 1984)
52.215-14 Explanation to Prospective Offerors (APR 1984)
52.215-15 Failure to Submit Offer (APR 1984)
52.215-16 Contract Award (JUL 1990)
52.222-24 Preaward On-Site Equal Opportunity Compliance Review (APR 1984)

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of FIRM-FIXED PRICE CONTRACTS resulting from this solicitation.

52.233-2 Service of Protest (NOV 1988)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from VA Denver Distribution Center, Contracting Officer (905C), 730 Simms Street, Room 147, Lakewood, Colorado 80401.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

852.233-70 Protest Content (JUN 1987)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) include an original signed by the protester or his/her representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual ground of the protest including copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served; and

(6) State the form of relief requested.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

L-FSS-59 Award (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Instructions to Offerors

Offerors are required to submit both a pricing proposal and a technical proposal when responding to this solicitation. Instructions for submitting the pricing and technical proposals are provided below.

PRICING PROPOSALS: Pricing proposals shall be submitted by completing the solicitation document in its entirety and submitting it to the location identified, and by the date and time specified, on page one of the solicitation.

TECHNICAL PROPOSALS: Technical proposals shall be prepared in accordance with the instructions provided herein. The technical proposal shall include:

* Fitting Rationale: Offerors shall fully describe the system used to select the electroacoustic parameters of ITE hearing aids, given a set of audiological data.

a. Although there is no one universally agreed upon fitting rationale, VA has selected the NAL and POGO formulae (or modifications of these) as representing the most widely accepted prescriptive approaches used to determine appropriate amplification characteristics. Therefore, offeror's fitting rationale shall be based upon the NAL or POGO formula.

b. Fitting rationale shall disclose information specified in Part I, Section C, Description, 1d., Fitting Rationale Requirements.

c. The fitting rationale form in Exhibit E shall be completed by the offeror to provide the information required.

* NOTE: FITTING RATIONALE INFORMATION REQUIRED BY THIS SOLICITATION IS CONSIDERED PROPRIETARY BY THE GOVERNMENT AND, THEREFORE, WILL NOT BE MADE PUBLIC.

Matrix book: Offerors shall provide a matrix book which fully describes the electroacoustic characteristics of the various circuits and the specific effects of various controls such as tone, SSPL, feedback, etc., on those circuits. Although there is no standard method for specifying a set of matrices, VA must ensure that offerors awarded contracts have a comprehensive set of electroacoustic characteristics available by the matrix selection procedure.

a. The matrix book shall include descriptive and graphically displayed information specified in Part I, Section C, Description, le. Matrix Book Requirements.

b. The matrix book form in Exhibit F shall be completed by the offeror as a reference/check list to summarize the information required.
Five (5) order forms: three (3) to order ITE aids by submission of audiological data; two (2) to order ITE aids by matrices.

The fitting rationale form, the matrix book and matrix book form, and the five order forms shall be submitted, on March 25, 1994 by 4:00 p. m. local time, to the Chief, Audiology and Speech Pathology Service (126), VA Medical Center, 50 Irving Street, N.W., Washington, D.C. 20422.

The Audiology and Speech Pathology Service shall provide to the offerors the order forms with three sets of audiological data, two matrix selections, and KEMAR's ear impressions for fabrication of hearing aids. Offerors shall provide a total of five (5) hearing aid samples as follows:

a. Two (2) full concha ITE hearing aids built according to the fitting rationale, one for each set of audiological data requiring a broadband response.

b. One (1) low profile ITE hearing aid with venting built according to the fitting rationale for a set of audiological data requiring a high-frequency emphasis circuit.

c. Two (2) full concha ITE hearing aids, one to match each of the two different matrix selections.

Offerors shall submit all five (5) samples described above within 21 days after receipt of audiological data, matrix selections, and KEMAR's ear impressions. (amended, see attached)

All sizes/styles of ITE hearing aid housing (e.g., half-shell, canal) shall be submitted in nonworking samples at the same time. A list of all circuits, components, controls, and style variations shall be included. A set of technical data describing each instrument's operational features, frequency response curves, etc., shall be included with samples offered on this solicitation.

Samples required by this solicitation shall be submitted at no expense to the Government, and will be retained by the Government.

NOTE: Hearing aid samples with Special Circuits, e.g., Ultra Power, Compression, K-AMP, Adaptive Noise Reduction (ASP), and Ultra High-Frequency, will be requested for evaluation only from the eight manufactures to whom contracts have been awarded on the basis of the performance of the five instruments submitted for this solicitation.

Testing Procedures

Samples of hearing aids offered on this solicitation will be tested by the National Institute of Standards and Technology (NIST).

1. The Zwislocki coupler and KEMAR (Knowles Electronics Manikin for Acoustic Research) will be used for all hearing aid measurement. (Refer to ANSI S3.35-1985 for a description of method of measurement of hearing aids on KEMAR).

2. The ear canal extension (Ear & Hearing VD.8, Nov. 5, 1987) has been modified to permit measurement of Custom ITE aids on KEMAR. Ear impressions for KEMAR will be obtained using this modified ear canal extension without the O ring. Testing will be accomplished with the O ring to produce a more effective seal on KEMAR.

3. Electroacoustic measurements will be performed according to the procedures specified in Exhibit "B", with the following exceptions:

a. Harmonic distortion and dual frequency response slopes will not be measured with aids that have high-frequency emphasis circuitry.

b. EINL will be measured using a speech weighted noise input.

c. Telephone pick-up coil sensitivity will not be measured for any model.

4. All hearing aids will be measured at the nominal voltage for the particular type and size battery recommended by the hearing aid offeror for use in the sample instruments submitted. Zinc air cells will be used for all the electroacoustic test procedures.

5. Controls such as tone, gain, SSPL, etc., which modify the hearing aid's performance, should be set by the offeror to achieve the optimum performance, for the audiological data supplied and as specified by the offeror's fitting rationale. This instruction regarding control settings holds true for all aids submitted with other circuitry. The effect of each control will be measured using the offeror's suggested control setting as a starting point, and then each control varied separately to its extreme settings. If needed for completeness, tests may also be conducted with a control in an intermediate setting.

NOTE: No minimum requirements regarding gain and SSPL are specified.

End of Section L - Instructions, Conditions, and Notices to Offerors

SECTION M - EVALUATION FACTORS FOR AWARD

M-FSS-330 Basis For Price Negotiation (APR 1984)

(a) General. Prices for items to be awarded under this solicitation normally will be negotiated on the basis of discounts from offeror's established catalog or market prices. Pricing data for the purpose of such negotiation shall be submitted and certified as hereafter provided.

(b) Established Catalog or Market Prices. If the prices offered under this solicitation are based on established catalog or market prices, a certification is required that such prices are established catalog or market prices for commercial items as defined in FAR 15.804-3(c).

(c) Certificate of Established Catalog or Market Price. Offeror certifies that to the best of his knowledge and belief;

(1) The price(s) quoted in this proposal is based on established catalog or market prices of commercial items, as defined in FAR 15.803-3(c), in effect on the date of the offer or on the dates of any revisions submitted during the course of negotiations.

(2) Substantial quantities of the items have been sold to the general public at such prices.

(3) All of the data (including sales data) submitted with this offer are accurate, complete, and current representations of actual transactions to the date when price negotiations are concluded.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type of Print)
R. F. Handberg, Division Manager

SIGNATURE: [signature]

FIRM: Starkey Labs. Inc

DATE OF EXECUTION: 3/23/94

CAUTION: False statements may subject the offeror to penalties provided by statute and regulations.

(d) Price Reduction for Defective Pricing Data. If subsequent to the award of any contract resulting from this solicitation it is found that any price negotiated in connection with this contract was increased by any significant amount because the prices, data, and facts were not as stated in the offeror's "Certificate of Established Catalog or Market Price," then the contract price(s) shall be reduced by such amount and the contract shall be modified in writing to reflect such adjustment. Failure to agree on such a reduction, subsequent to a "final decision" by the Contracting Officer in this matter, shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of the contract.

(e) Access to Records. By submission of this proposal, the offeror grants to the Contracting Officer, or his authorized representative, the right to examine, for the purpose of verifying the (1) statements made in the above "Certificate of Established Catalog or Market Price" or (2) cost or pricing date (including computations and projections) submitted in

EXHIBIT "B"

HEARING AID MEASUREMENTS (CONT)

NOTE: The high frequency slope from 1000 - 4000 Hz computed in dB/octave must exceed or be better (less negative) than -3 dB/octave on the insertion frequency response measured at the VA reduced volume control setting. If the hearing aid model does not meet the high-frequency slope requirement, it will not receive further consideration with the following exception: Hearing aid models with peak gain greater than 50 dB SPL on the insertion frequency response measured at the VA reduced volume control setting and aids with high-frequency emphasis circuitry will be exempt from this frequency slope requirement.

9. Range of Controls

The effect of each control will be evaluated. The offeror's suggested control settings will be used as a starting point, and each control varied separately to its extreme setting. If needed for completeness, tests may also be made with a control in an intermediate position.

EXHIBIT "B"

HEARING AID MEASUREMENTS (CONT)

6. Equivalent Input Noise Level

With the volume control as in No. 2 above, and a speech weighted noise input sound pressure level of 60 dB SPL, the output sound pressure at 1000, 1600, and 2500 Hz will be measured. Next, with the acoustic input signal absent, the output sound pressure caused by an inherent noise will be determined. The equivalent input noise level will be calculated by subtracting the input sound pressure from the average output sound pressure and then subtracting this value from the sound pressure value of the inherent noise.

7. Coherence

With the volume control set as in No. 2 above, and a sound input level of 80 dB ± 0.5 dB, a measurement will be made of the coherence using the speech weighted random noise signal. The measurement will be made using an Hewlett Packard 3562A Dynamic Signal Analyzer. The coherence is given by the formula: (Amended, see attached)

$$\surd^2 = \frac{G_{xy}\, G_{xy}^*}{G_{xx}\, G_{yy}}$$

where: G_{xy} is the cross power spectrum
G_{xy}^* is its complex conjugate
G_{xx} is the input power spectrum
G_{yy} is the output power spectrum

Coherence is measured on a scale of 0.0 to 1.0 where 1.0 indicates perfect coherence. Any distortion or noise in the output signal which is not causally related to the input signal will reduce the coherence. The percentage of the signal not causally related to the input may be found from the formula:

Incoherency = $\surd(1- {}^2)$
$\surd$

Thus, a coherence of 0.9 indicates that 31.6% of the total signal (measured on an amplitude basis) is not causally related to the input.

The coherence will be linearly averaged over the frequency range of 500 Hz to 4000 Hz to arrive at a single value.

8. Dual Slope Determination

The slope of the hearing aid response will be determined from .4 to 1 kHz, and from 1 to 4 kHz. These slopes will be expressed in decibels per octave. The slopes will be determined by a Hewlett-Packard 3562A Dynamic Signal Analyzer, although further work may be done using an algorithm based on logarithmic spacing of the frequency intervals.

EXHIBIT "B"

HEARING AID MEASUREMENTS

Definition of Random Noise Signal

The random-noise signal used in this procedure is one which has an essentially constant energy per unit bandwidth from 200 Hz to 900 Hz. The higher frequency part of the signal is rolled off with a single RC time constant of 177 microseconds, which places the 3 dB down point at 900 Hz. Below 200 Hz, the acoustical pressure developed is held to this defined curve within $\pm$ 2-1/2 dB.

The measurements listed below will provide information which will be used to determine whether hearing aid samples satisfy the General Technical and Special Technical requirements. Data from some measurements will also be used in calculating the Products Quality score and the Index of Characteristics.

1. Saturation Sound Pressure Level

With the volume control turned fully on, the random noise signal is applied and the input level is increased until no further increase in the output of the hearing aid is noted. The input and output levels are noted, both referenced to a free field sound pressure level at a defined test point.

2. Reference Test Gain

With the random-noise input signal at a level of 60 dB, the volume control setting of the hearing aid is reduced until its output is 17 dB below saturation. If the hearing aid does not have sufficient gain to reach this level with a 60 dB input, the maximum gain setting is used. The gain for a pure-tone of 1 kHz at an input level of 60 dB is noted. An insertion gain frequency response, the difference between the SPL at the eardrum with the hearing aid in place and the SPL with no hearing aid in place, is recorded.

3. Response Versus Frequency

With the volume control set as in No. 2 above, and a sound input level of 60 dB plus or minus 1.5 dB, an automatic recording will be made of the gain versus frequency curve for speech weighted random noise signal, in order to measure gain and frequency response. Recordings will be made over the range of 100 to 7000 Hz, ~~if the response of the aid extends beyond the narrower limits.~~ (Amended, see attached)

4. Battery Drain

With the volume control set as in No. 2 above, the battery drain will be determined with (a) a random noise signal at a sound input level of 65 dB and (b) no sound input. (Data obtained are used to calculate battery usage.)

5. Harmonic Distortion with Volume Control Set as for Response Curve

Harmonic distortion will be measured with sinusoidal input signals of 500, 800, and 1600 Hz and that frequency above 800 Hz where maximum distortion occurs. The volume control of the hearing aid will be set as in No. 2 above, and the input signal level will be 70 dB SPL. Harmonic distortion will not be measured for hearing aids with high-frequency emphasis circuitry.

CUSTOM-IN-THE-EAR HEARING AIDS

EXHIBIT "A"

OFFEROR'S INSTRUCTION SHEET (CONT)

7. An insertion gain response can be provided for each custom aid ordered by a clinic:

Yes ______ No ______

8. Indicate below the exact positions at which all operating adjustments have been set for purpose of this solicitation.

Note: The statement "pre-set", is not acceptable:

a. Internal: ______________________

b. External: ______________________

c. None: ______________________

CERTIFICATION

The sample of the Model listed in this exhibit, serial number: ______________________ has been set and adjusted in accordance with the instructions in this exhibit.

______________________ ______________________
Signature of Official Date

EXHIBIT "C"

OUTLINE OF PROCEDURE FOR STATISTICAL ANALYSIS OF DATA

The performance of each hearing aid submitted will be considered separately in the analysis of data. The raw score for each of the subtests is converted to a common scale with a specified mean and standard deviation. A conversion is necessary since the scores from the various subtests represent different measurement scales, ranges, and distributions. The converted scores can then be treated by routine arithmetic manipulation. The conversion from raw score to derived score is accomplished by using the following formula (Guilford, 1965):

$$X1 = (SD1/SD2)(X2) - (SD1/SD2)(M2) - M1$$

Where X1 = unknown score on the standard scale corresponding to X2
X2 = a raw score
M1 = mean of X1 (always 20.0)
M2 = X2
SD1 = standard deviation of the standard score (always 10.0)
SD2 = standard deviation of raw score

Each scaled score is then weighted by multiplying it by a factor which represents the value of that subtest to the total measurement program. In order that subtests be viewed in such a manner that the higher the score the better the performance, it is necessary to reverse standardized scores for some subtests. The scores which are reversed are those for Uniformity of Slope, and all distortion scores. Reversal is effected by subtracting the standard score from 40. In these instances, weighting is accomplished after the distribution of raw scores has been standardized and reversed. The raw test data obtained by the National Institute of Standards and Technology will be analyzed using the weights appearing below:

Harmonic Distortion with a 70 dB Input

500 Hz	0.2
800 Hz	0.2
1600 Hz	0.2
Frequency of Maximum distortion above 800 Hz	0.4
Equivalent Input Noise Level	0.5
Index of Effectiveness	1.9
Uniformity of Slope	1.0
Coherence	0.6

The Index of Effectiveness is based upon selected dynamic characteristics of speech as described by Kryter (1950, 1962) and a comparison of the instrument's frequency response to a 6 dB per octave rise slope. The points at which measurements are made are the 20 frequency bands research has shown to be equal in contribution to full intelligibility of speech. The more closely the frequency response conforms to a 6 dB per octave rise slope, regardless of gain, the higher the Index of Effectiveness.

The Uniformity of Slope subtest assesses the smoothness of the frequency response in relation to the 6 dB per octave rise. Measurement points are identical to those described under Index of Effectiveness. Using a 6 dB per octave floating base line, gain values for the 20 bands are

EXHIBIT "C"

OUTLINE OF PROCEDURE FOR STATISTICAL ANALYSIS OF DATA (CONT)

ranked from highest to lowest, and the median of the ranking obtained. A line 5 dB down from the median value is drawn utilizing a slope of 6 dB per octave. Only those values above this line are employed in the computation. The differences between the median and those values occurring above this line are summed without regard to sign. The raw scores are then converted to a derived scale, reversed and weighted.

The Raw Score: The raw score obtained on each subtest (Harmonic Distortion at 500, 800, 1600 Hz and at the frequency of maximum distortion above 800 Hz; Equivalent Input Noise Level; Index of Effectiveness; Uniformity of Slope; and Coherence) will be statistically treated and assigned weighting factors.

The Weighted Score: The raw score for each hearing aid is converted to a derived scale, reversed for all Harmonic Distortion and Uniformity of Slope scores, and then weighted for each subtest.

The Index of Characteristics: The sum of the weighted scores from the following subtests: Harmonic Distortion, Equivalent Input Noise Level, Index of Effectiveness, Uniformity of Slope, and Coherence.

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS

ALABAMA:

1. Birmingham: Audiology & Speech Pathology Service (126)
VA Medical Center
700 S 19th Street
Birmingham, AL 35233

2. Tuscaloosa: Audiology & Speech Pathology Service (126)
VA Medical Center
Loop Road
Tuscaloosa, AL 35404

3. Tuskegee: Audiology & Speech Pathology Service (126)
VA Medical Center
2400 Hospital Road
Tuskegee, AL 36083

ALASKA:

1. Anchorage: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
2925 DeBarr Road
Anchorage, AK 99508-2989

ARIZONA:

1. Phoenix: Audiology & Speech Pathology Service (126)
VA Medical Center
650 E Indian School Road
Phoenix, AZ 85012

2. Prescott: Audiology & Speech Pathology Service (126)
VA Medical Center
500 Hwy 89 N
Prescott, AZ 86313

3. Tucson: Audiology & Speech Pathology Service (126)
VA Medical Center
3601 S 6th Avenue
Tucson, AZ 85723

ARKANSAS:

1. Little Rock: Audiology & Speech Pathology Service (126)
VA Medical Center
4300 W 7th Street
Little Rock, AR 72205

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

ARKANSAS:

2. N Little Rock: Audiology & Speech Pathology Service (126)
VA Medical Center
2200 Fort Roots Drive
North Little Rock, AR 72114

CALIFORNIA:

1. Fresno: Audiology & Speech Pathology Service (126)
VA Medical Center
2615 E Clinton Avenue
Fresno, CA 93703

2. Livermore: Audiology & Speech Pathology Service (126)
VA Medical Center
4951 Arroyo Road
Livermore, CA 94550

3. Loma Linda: Audiology & Speech Pathology Service (126)
VA Medical Center
11201 Benton Street
Loma Linda, CA 92357

4. Long Beach: Audiology & Speech Pathology Service (126)
VA Medical Center
5901 E 7th Street
Long Beach, CA 90822

5. Los Angeles: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
351 E Temple Street
Los Angeles, CA 90012

6. Pleasant Hill: Northern California System Clinics (126)
VA Northern California System Clinic
2300 Contra Costa Boulevard, Suite 440
Pleasant Hill, CA 94523-3961

7. Palo Alto: Audiology & Speech Pathology Service (126)
VA Medical Center
3801 Miranda Avenue
Palo Alto, CA 94304

8. San Diego: Audiology & Speech Pathology Service (126)
VA Medical Center
3350 La Jolla Village Drive
San Diego, CA 92161

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

CALIFORNIA:

9. San Francisco: Audiology & Speech Pathology Service (126)
VA Medical Center
4150 Clement Street
San Francisco, CA 94121

10. Sepulveda: Audiology & Speech Pathology Service (126)
VA Medical Center
16111 Plummer Street
Sepulveda, CA 91343

11. W Los Angeles: Audiology & Speech Pathology Service (126)
VA Medical Center
Wilshire and Sawtelle Boulevards
West Los Angeles, CA 90073

COLORADO:

1. Denver: Audiology & Speech Pathology Service (126)
VA Medical Center
1055 Clermont Street
Denver, CO 80220

2. Grand Junction: Audiology & Speech Pathology Service (126)
VA Medical Center
2121 North Avenue
Grand Junction, CO 81501

CONNECTICUT:

1. West Haven: Audiology & Speech Pathology Service (126)
VA Medical Center
950 Campbell Avenue
West Haven, CT 06516

2. Newington: Audiology & Speech Pathology Service (126)
VA Medical Center
555 Willard Avenue
Newington, CT 06111

DELAWARE:

1. Wilmington: Audiology & Speech Pathology Service (126)
VA Medical Center
1601 Kirkwood Highway
Wilmington, DE 19805

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

DISTRICT OF COLUMBIA:

1. DC: Audiology & Speech Pathology Service (126)
VA Medical Center
50 Irving Street NW
Washington, DC 20422

FLORIDA:

1. Bay Pines: Audiology & Speech Pathology Service (126)
VA Medical Center
10000 Bay Pines Boulevard N
Bay Pines, FL 33504

2. Fort Meyers: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
2070 Carrell Road
Fort Meyers, FL 33901

3. Gainsville: Audiology & Speech Pathology Service (126)
VA Medical Center
1601 SW Archer Road
Gainesville, FL 32608-1197

4. Miami: Audiology & Speech Pathology Service (126)
VA Medical Center
1201 NW 16th Street
Miami, FL 33125

5: Oakland Park: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
5599 N Dixie Hwy
Oakland Park, FL 33334

6. Pensacola: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
312 Kenmore Road
Pensacola, FL 32503

7. Riviera Beach: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
301 Broadway
Riviera Beach, FL 33404

8. Tampa: Audiology & Speech Pathology Service (126)
VA Medical Center
13000 Bruce B Downs Boulevard
Tampa, FL 33612

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

FLORIDA:

9. Orlando — Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
83 W Columbia Street
Orlando, FL 32806

GEORGIA:

1. Decatur: — Audiology & Speech Pathology Service (126)
VA Medical Center
1670 Clairmont Road
Decatur, GA 30033

2. Augusta: — Audiology & Speech Pathology Service (126)
VA Medical Center
1 Freedom Way
Augusta, GA 30904-6285

HAWAII:

1. Honolulu: — Prosthetic & Sensory Aids Service (121)
VA Outpatient Clinic
300 Ala Moana Boulevard
Honolulu, HI 96813

IDAHO:

1. Boise: — Audiology & Speech Pathology Service (126)
VA Medical Center
500 W Fort Street
Boise, ID 83702

ILLINOIS:

1. Chicago: (North Side) — Audiology & Speech Pathology Service (126)
VA Medical Center
3001 Green Bay Road
N Chicago, IL 60064

2. Chicago: (West Side) — Audiology & Speech Pathology Service (126)
VA Medical Center
820 S Damen Avenue
W Chicago, IL 60612

3. Danville: — Audiology & Speech Pathology Service (126)
VA Medical Center
1900 E Main Street
Danville, IL 61832

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

ILLINOIS:

4. Hines: Audiology & Speech Pathology Service (126)
VA Medical Center
Fifth Avenue & Roosevelt Road
Hines, IL 60141

5. Marion: Audiology & Speech Pathology Service (126)
VA Medical Center
2401 W Main Street
Marion, IL 62959

INDIANA:

1. Fort Wayne: Audiology & Speech Pathology Service (126)
VA Medical Center
2121 Lake Avenue
Ft Wayne, IN 46805

2. Indianapolis: Audiology & Speech Pathology Service (126)
VA Medical Center
1481 W 10th Street
Indianapolis, IN 46202

3. Marion: Audiology & Speech Pathology Service (126)
VA Medical Center
1700 E 38th Street
Marion, IN 46953-4589

IOWA:

1. Des Moines: Audiology & Speech Pathology Service (126)
VA Medical Center
30th & Euclid Avenue
Des Moines, IA 50310

2. Iowa City: Audiology & Speech Pathology Service (126)
VA Medical Center
Hwy 6 W
Iowa City, IA 52246

3. Knoxville: Audiology & Speech Pathology Service (126)
VA Medical Center
1515 W Pleasant Street
Knoxville, IA 50138

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

KANSAS:

1. Leavenworth: Audiology & Speech Pathology Service (126)
VA Medical Center
4101 S 4th Trafficway
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2. Topeka: Audiology & Speech Pathology Service (126)
VA Medical Center
2200 Gage Boulevard
Topeka, KS 66622

3. Wichita: Audiology & Speech Pathology Service (126)
VA Medical Center
5500 E Kellogg
Wichita, KS 67218

KENTUCKY:

1. Lexington: Audiology & Speech Pathology Service (126)
VA Medical Center
2250 Leestown Road
Lexington, KY 40511-1093

2. Louisville: Audiology & Speech Pathology Service (126)
VA Medical Center
800 Zorn Avenue
Louisville, KY 40202

LOUISIANA:

1. Alexandria: Audiology & Speech Pathology Service (126)
VA Medical Center
Shreveport Highway
Alexandria, LA 71301

2. New Orleans: Audiology & Speech Pathology Service (126)
VA Medical Center
1601 Perdido Street
New Orleans, LA 70146

3. Shreveport: Audiology & Speech Pathology Service (126)
VA Medical Center
510 E Stoner Avenue
Shreveport, LA 71130

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

MAINE:

1. Togus: Audiology & Speech Pathology Service (126)
VA Medical Center
Rt 17 E
Togus, ME 04330

MARYLAND:

1. Baltimore: Audiology & Speech Pathology Service (126)
VA Medical Center
10 N Greene Street
Baltimore, MD 21201

2. Fort Howard: Audiology & Speech Pathology Service (126)
VA Medical Center
9600 N Point Road
Fort Howard, MD 21052-3018

3. Perry Point: Audiology & Speech Pathology Service (126)
VA Medical Center
Perry Point, MD 21902

MASSACHUSETTS:

1. Boston: Audiology & Speech Pathology Service (126)
VA Medical Center
150 S Huntington Avenue
Boston, MA 02130

MICHIGAN:

1. Allen Park: Audiology & Speech Pathology Service (126)
VA Medical Center
3415 Southfield Road
Allen Park, MI 48101

2. Ann Arbor: Audiology & Speech Pathology Service (126)
VA Medical Center
2215 Fuller Road
Ann Arbor, MI 48105

3. Battle Creek: Audiology & Speech Pathology Service (126)
VA Medical Center
5500 Armstrong Road
Battle Creek, MI 49016

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

MINNESOTA:

4. Iron Mountain: Audiology & Speech Pathology Service (126)
   VA Medical Center
   East H Street
   Iron Mountain, MI 49801

MINNESOTA:

1. Minneapolis: Audiology & Speech Pathology Service (126)
   VA Medical Center
   One Veterans Drive
   Minneapolis, MN 55417

2. St Cloud: Audiology & Speech Pathology Service (126)
   VA Medical Center
   4801 N 8th Street
   St. Cloud, MN 56303-2015

MISSISSIPPI:

1. Biloxi: Audiology & Speech Pathology Service (126)
   VA Medical Center
   400 Veterans Avenue
   Biloxi, MS 39531-2410

2. Jackson: Audiology & Speech Pathology Service (126)
   VA Medical Center
   1500 E Woodrow Wilson Drive
   Jackson, MS 39216-5199

3. Gulfport: Audiology & Speech Pathology Service (126)
   VA Medical Center
   200 E Beach Boulevard
   Gulfport, MS 39507

MISSOURI:

1. Columbia: Audiology & Speech Pathology Service (126)
   VA Medical Center
   800 Hospital Drive
   Columbia, MO 65201

2. Kansas City: Audiology & Speech Pathology Service (126)
   VA Medical Center
   4801 Linwood Boulevard
   Kansas City, MO 64128-2295

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

MISSOURI:

3. St Louis: Audiology & Speech Pathology Service (126)
VA Medical Center
Jefferson Barracks Division
St. Louis, MO 63125

MONTANA:

1. Fort Harrison: Audiology & Speech Pathology Service (126)
VA Medical Center
William Street Highway 12 West
Fort Harrison, MT 59636

NEBRASKA:

1. Grand Island: Audiology & Speech Pathology Service (126)
VA Medical Center
2201 N Broadwell
Grand Island, NE 68803

2. Omaha: Audiology & Speech Pathology Service (126)
VA Medical Center
4101 Woolworth Avenue
Omaha, NE 68105

NEVADA:

1. Las Vegas: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
1703 W Charleston Boulevard
Las Vegas, NV 89102

2. Reno: Audiology & Speech Pathology Service (126)
VA Medical Center
1000 Locust Street
Reno, NV 89520

NEW JERSEY:

1. Brick: Audiology & Speech Pathology Service (126)
VA Outpatient Clinic
970 Rt 70
Brick, NJ 08724

2. East Orange: Audiology & Speech Pathology Service (126)
VA Medical Center
Tremont and S Centre Streets
East Orange, NJ 07019

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

NEW MEXICO:

1. Albuquerque: Audiology & Speech Pathology Service (126)
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NEW YORK:

1. Albany: Audiology & Speech Pathology Service (126)
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113 Holland Avenue
Albany, NY 12208

2. Bath: Audiology & Speech Pathology Service (126)
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Argonne Avenue
Bath, NY 14810

3. Bronx: Audiology & Speech Pathology Service (126)
VA Medical Center
130 W Kingsbridge Road
Bronx, NY 10468

4. Brooklyn: Audiology & Speech Pathology Service (126)
VA Medical Center
800 Poly Place
Brooklyn, NY 11209

5. Buffalo: Audiology & Speech Pathology Service (126)
VA Medical Center
3495 Bailey Avenue
Buffalo, NY 14215

6. Canandaigua: Audiology & Speech Pathology Service (126)
VA Medical Center
400 Fort Hill Avenue
Canandaigua, NY 14424

7. Northport: Audiology & Speech Pathology Service (126)
VA Medical Center
79 Middleville Road
Northport, NY 11768

8. New York: Audiology & Speech Pathology Service (126)
VA Medical Center
423 E 23rd Street
New York, NY 10010

EXHIBIT D

VA AUDIOLOGY & SPEECH PATHOLOGY CLINICS (CONT)

NEW YORK:

9. Syracuse: Audiology & Speech Pathology Service (126)
VA Medical Center
800 Irving Avenue
Syracuse, NY 13210

NORTH CAROLINA:

1. Asheville: Audiology & Speech Pathology Service (126)
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1100 Tunnel Road
Asheville, NC 28805-2087

2. Durham: Audiology & Speech Pathology Service (126)
VA Medical Center
508 Fulton Street
Durham, NC 27705

3. Fayetteville: Audiology & Speech Pathology Service (126)
VA Medical Center
2300 Ramsey Street
Fayetteville, NC 28301

4. Salisbury: Audiology & Speech Pathology Service (126)
VA Medical Center
1601 Brenner Avenue
Salisbury, NC 28144

NORTH DAKOTA:

1. Fargo: Audiology & Speech Pathology Service (126)
VA Medical Center
2101 Elm Street
Fargo, ND 58102

OHIO:

1. Chillicothe: Audiology & Speech Pathology Service (126)
VA Medical Center
17273 State Rt 104
Chillicothe, OH 45601

2. Cincinnati: Audiology & Speech Pathology Service (126)
VA Medical Center
3200 Vine Street
Cincinnati, OH 45220